IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO. 3197 OF 2003

IN

SUIT NO. 3246 OF 2003

Domnic Francis Misquitta ...Plaintiffs.
vs.
Farid Y. Qureshi and Ors. ...Defendants.

Manoj Singh i/by. Diwakar Dwidevi
for the plaintiffs.
A.C. Singh i/by. D.R.Shah
for defendant no.1.

CORAM: S.U. KAMDAR, J.

DATE : 3rd March, 2006.

P.C. :

1. The present motion is initiated for the purpose of injunction restraining the defendant from acting upon the agreement dated 10.7.1995 being Ex.A conveyance and General Power of Attorney executed by the plaintiff in favour of the defendant no.1 and/or in any manner dealing with or disposing off the suit property.

2. There is no dispute that pursuant to the agreement for sale Ex.A to the plaint the deed of conveyance is executed and the property is already conveyed to the defendant. The said conveyance under Clause 1 provides that the plaintiff has received full and final payment inrespect of entire purchase price and entire consideration of sum of Rs.7,50,000/- and in view of the receipt of the entire amount the property has been conveyed. Under the agreement the flat supposed to be given was of 550 sq.ft whereas the flat given is of smaller size of 290 sq.ft. and he is also not provided with all the amenities. On this basis the present Notice of Motion is taken out for injunction on acting upon the conveyance and General Power of attorney. Even if the case of the plaintiff is accepted still no such relief can be granted. By virtue of conveyance already executed the defendants have become owner of the property and there is no challenge to the validity of the said conveyance. The motion is thoroughly misconceived and liable

to be dismissed. In view thereof Motion dismissed.

****